

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, **CREDITO EMILIANO SPA** ("Seller"), acting on behalf of one customer (the "Customer") hereby unconditionally and irrevocably sells, transfers and assigns to **BANCA POPOLARE DELL'EMILIA ROMAGNA S.C.** (the "Purchaser"), acting on behalf of one or more of its customers (together with its customers, the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the nominal amount specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to **Proof of Claim Number 62892** filed by or on behalf of Seller] (the "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller and its Customer relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan or reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's and its Customer's right, title and interest in, to and under the transfer agreements, if any, under which Seller and its Customer or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto.

2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller and its Customer owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; and (f) neither Seller nor its Customer has engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors.

3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

FILED
BANKRUPTCY COURT
NOV 27 A 11:25
S.D.N.Y.

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this
th day of November 8, 2012.

CREDITO EMILIANO SPA

By: 

Name: Giorgio Ferrari
Title: Chairman of the board
Via Emilia San Pietro, n.4
42121 Reggio Emilia, Italy

Attn. Efisio Bertrand
Phone 0039 0522 582601

Fax 0039 0522 583129
e-mail ebertrand@credem.it

BANCA POPOLARE DELL'EMILIA ROMAGNA S.C.

By: 

Name: Paolo Mazza
Title: Vice President
Via San Carlo 8/20
41121 Modena, Italy

Attn. Paolo Mazza
Phone 0039 059 202 1307

Fax 0039 059 2273
e-mail paolo.mazza@bper.it

Schedule 1

Transferred Claims

Purchased Claim

USD 43,535.66 of the outstanding amount of the Proof of Claim n.62892 dated 29 October, 2009 and filed on 2 November, 2009 together with interest, fees, expenses and other recoveries due.

Lehman Programs Securities to which Transfer Relates

Description of Security	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional Amount	Maturity	Accrued Amount (as of Proof of Claim Filing Date)
LEHMAN BROTHERS TREAS.BV 7%/LINKED 30.12.2004/2016 EUR	XS0208459023	LEHMAN BROTHERS TREASURY BV	Lehman Brothers Holdings Inc.	EUR 10,000.00 (equivalent to USD 14,151.00)	12/30/2016	EUR 224.41 (equivalent to USD 317.56)
LEHMAN BROTHERS TREAS.BV 7%/LINKED 22.09.2004/2014 EUR	XS0200284247	LEHMAN BROTHERS TREASURY BV	Lehman Brothers Holdings Inc.	EUR 10,000.00 (equivalent to USD 14,151.00)	09/22/2014	EUR 299.17 (equivalent to USD 423.36)
LEHMAN BROTHERS TREAS.BV 7%/LINKED 16.02.2005/2017 EUR	XS0211814123	LEHMAN BROTHERS TREASURY BV	Lehman Brothers Holdings Inc.	EUR 10,000.00 (equivalent to USD 14,151.00)	02/16/2017	EUR 241.49 (equivalent to USD 341.74)

CREDITO EMILIANO S.P.A.

BANCA POPOLARE DELL'EMILIA ROMAGNA S.C.

**IN THE UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

Form 210A

United States Bankruptcy Court

SOUTHERN DISTRICT OF NEW YORK

In re LEHMAN BROTHERS HOLDINGS INC., et. al., DEBTORS

Case No. 08-13555 (JMP)
JOINTLY ADMINISTERED

TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a).
Transferee hereby gives evidence and notice pursuant to Rule 300 1(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

Banca Popolare dell'Emilia Romagna S.C.
Name of Transferee

Credito Emiliano SPA
Name of Transferor

Name and Address where notices to transferee
should be sent:

Court Claim #: 62892
Amount of Claim: \$ 152,505,272.33
Date Claim Filed: November 2, 2009
Partial Claim transferred: \$ 43,535.66

Via San Carlo 8/20
41121 Modena
Italy
Attn: Paolo Mazza
E-mail: paolo.mazza@bper.it

Phone: 0039 059 202 1307
Last Four Digits of Acct #: N/A

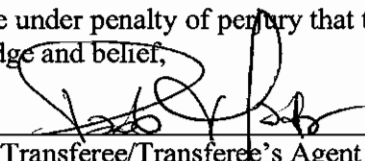
Phone: 0039 0522 582601
Last Four Digits of Acct. #: N/A

Name and Address where transferee payments
should be sent (if different from above):

Phone: *[inserire contatto telefonico del ricevente il pagamento per conto del cessionario]*
Last Four Digits of Acct #: N/A

[Inserire riferimenti bancari del cessionario]

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief,

By: 
Transferee/Transferee's Agent

Date: November 8, 2012

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both 18 U.S.C. §1152 & 3571.

EVIDENCE OF TRANSFER OF CLAIM

TRANSFER AGREEMENT

Exhibit C

[address and name of Transferee]

Address for Notices:

BANCA POPOLARE DELL'EMILIA ROMAGNA S.C.

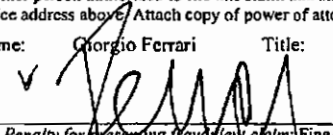
Via San Carlo 8/20

41121 Modena (ITALY)

Attn. Paolo Mazza

Tel 0039 059 202 1307

Email paolo.mazza@bper.it

United States Bankruptcy Court/Southern District of New York Lehman Brothers Holdings Claims Processing Center c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076		LEHMAN SECURITIES PROGRAMS PROOF OF CLAIM	
In Re: Lehman Brothers Holdings Inc., et al., Debtors.		Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)	
Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on http://www.lehman-docket.com as of July 17, 2009.		THIS SPACE IS FOR COURT USE ONLY	
Name and address of Creditor: (and name and address where notices should be sent if different from Creditor) Credito Emiliano S.p.A. Via Emilia S. Pietro, 4 42100 Reggio Emilia Italy Attention: Mr. Luca Mariani Telephone number: +39 0522583005 Email Address: lmariani@credem.it		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____	
Name and address where payment should be sent (if different from above) Telephone number: _____ Email Address: _____		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars	
1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates. Amount of Claim: <u>See attached</u> (Required) <input checked="" type="checkbox"/> Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities.			
2. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to which this claim relates. International Securities Identification Number (ISIN): <u>See attached</u> (Required)			
3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim relates. Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and/or other depository blocking reference number: <u>See attached</u> (Required)			
4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account numbers. Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number: <u>See attached</u> (Required)			
5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions.		FOR COURT USE ONLY <div style="border: 2px solid black; padding: 5px; text-align: center;">FILED / RECEIVED NOV 02 2009 EPIQ BANKRUPTCY SOLUTIONS, LLC</div>	
Date: October 13, 2009	Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. Name: <u>Giorgio Ferrari</u> Title: <u>President</u> 		
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 357f			

Filed: USBC - Southern District of New York
Lehman Brothers Holdings Inc., et al.
08-13555 (JMP) 0000062892



EXHIBIT 2

ISIN Code	Nominal Amount (Foreign Currency)	Interest*** (Foreign Currency)	Total (Foreign Currency)	Nominal Amount (USD)**	Interest (USD)**	Total (USD)**
IT0006578600	EUR 261,000.00	EUR 5,138.05	EUR 266,138.05	369,341.10	7,270.85	376,611.95
XS0286535223	EUR 10,000.00	EUR 0	EUR 10,000.00	14,151.00	0	14,151.00
XS0278983191	EUR 6,022,000.00	EUR 0	EUR 6,022,000.00	8,521,732.20	0	8,521,732.20
XS0208459023	EUR 17,154,000.00	EUR 384,946.05	EUR 17,538,946.05	24,274,625.40	544,737.16	24,819,362.56
XS0208459023	EUR 150,000.00	EUR 3,366.09	EUR 153,366.09	212,265.00	4,763.35	217,028.35
XS0181945972	EUR 6,497,000.00	EUR 156,056.64	EUR 6,653,056.64	9,193,904.70	220,835.75	9,414,740.45
XS0148360042	EUR 18,000.00	EUR 83.25	EUR 18,083.25	25,471.80	117.81	25,589.61
XS0162289663	EUR 330,000.00	EUR 0	EUR 330,000.00	466,983.00	0	466,983.00
XS0163559841	EUR 3,443,000.00	EUR 66,834.14	EUR 3,509,834.14	4,872,189.30	94,576.99	4,966,766.29
XS0176153350	EUR 24,867,000.00	EUR 708,968.12	EUR 25,575,968.12	35,189,291.70	1,003,260.78	36,192,552.48
XS0178969209	EUR 1,763,000.00	EUR 48,707.99	EUR 1,811,707.99	2,494,821.30	68,926.67	2,563,747.97
XS0185655445	EUR 2,495,000.00	EUR 62,507.73	EUR 2,557,507.73	3,530,674.50	88,454.69	3,619,129.19
XS0189294225	EUR 7,662,000.00	EUR 131,466.89	EUR 7,793,466.89	10,842,496.20	186,038.80	11,028,535.00
XS0195431613	EUR 4,182,000.00	EUR 35,896.62	EUR 4,217,896.62	5,917,948.20	50,797.30	5,968,745.50
XS0200284247	EUR 8,367,000.00	EUR 250,316.38	EUR 8,617,316.38	11,840,141.70	354,222.70	12,194,364.40
XS0202417050	EUR 251,000.00	EUR 6,673.64	EUR 257,673.64	355,190.10	9,443.87	364,633.97
XS0205185456	EUR 1,926,000.00	EUR 9,770.79	EUR 1,935,770.79	2,725,482.60	13,826.65	2,739,309.25

XS0210782552	EUR 1,518,000.00	EUR 33,328.75	EUR 1,551,328.75	2,148,121.80	47,163.52	2,195,285.32
XS0211093041	EUR 12,560,000.00	EUR 145,503.83	EUR 12,705,503.83	17,773,656.00	205,902.47	17,979,558.47
XS0211814123	EUR 4,076,000.00	EUR 98,432.14	EUR 4,174,432.14	5,767,947.60	139,291.32	5,907,238.92
XS0213416141	EUR 43,000.00	EUR 431.18	EUR 43,431.18	60,849.30	610.16	61,459.46
XS0213971210	EUR 1,200,000.00	EUR 11,901.36	EUR 1,211,901.36	1,698,120.00	16,841.61	1,714,961.61
XS0215349357	EUR 265,000.00	EUR 5,519.08	EUR 270,519.08	375,001.50	7,810.04	382,811.54
XS0218304458	EUR 318,000.00	EUR 7,379.35	EUR 325,379.35	450,001.80	10,442.52	460,444.32
XS0229269856	EUR 10,000.00	EUR 504.10	EUR 10,504.10	14,151.00	713.35	14,864.35
XS0276162327	EUR 28,000.00	EUR 0	EUR 28,000.00	39,622.80	0	39,622.80
XS0286302988	EUR 1,177,000.00	EUR 0	EUR 1,177,000.00	1,665,572.70	0	1,665,572.70
XS0299701499	EUR 740,000.00	EUR 0	EUR 740,000.00	1,047,174.00	0	1,047,174.00
XS0301086475	EUR 194,000.00*	EUR 0	EUR 194,000.00*	274,529.40	0	274,529.40
XS0302634059	EUR 5,000.00	EUR 0	EUR 5,000.00	7,075.50	0	7,075.50

Total Claim Amount	USD \$ 152,505,272.33
---------------------------	------------------------------

* EUR 1,000.00 of nominal value for each certificate

** Amounts due in EUR have been converted to US Dollars using the exchange rate published by the European Central Bank for September 15, 2008: 1 EUR = 1.4151 USD.

*** Interest accrued until September 14, 2008 (included).